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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended (“CERCLA”), seeking reimbursement of response costs incurred for a removal action (“Removal Action”) taken in connection with the release or threatened release of hazardous substances at Sauget Area 2, Southern Site Q (“the Site”).

B. The defendants that have entered into this Consent Decree (the “Settling Defendants”) do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and the Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The Settling Defendants shall not challenge the terms of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon the Settling Defendants.

Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies, or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on

October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

- h. "Owner Settling Defendant" shall mean Eagle Marine Industries, Inc.
- i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
- j. "Parties" shall mean the United States and the Settling Defendants.
- k. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that (i) EPA has paid in connection with the Removal Action through May 31, 2006, plus accrued Interest on all such costs through such date; and (ii) DOJ on behalf of EPA has paid in connection with the Removal Action through March 18, 2006, plus accrued Interest on all such costs through such date. "Past Response Costs" do not include costs incurred by EPA, or by DOJ on behalf of EPA, in connection with (i) the Sauget Area 2 Administrative Order on Consent approved by EPA on or about November 24, 2000; or (ii) the Sauget Area 2 Unilateral Administrative Order issued by EPA on or about October 3, 2002.
- l. "Plaintiff" shall mean the United States.
- m. "Removal Action" shall mean the removal action described in the Draft Federal On-Scene Coordinator's Report For Area 2 Site Q dated July 31, 2000 (aka the "Final OSC Report").
- n. "SA2SG Parties" shall mean for this Consent Decree only the Settling Defendants who have signed the SA2SG Amended and Restated Participation Agreement with the exception of Blue Tee Corp. (on its own behalf as well as any predecessor or affiliates, including without limitation American Zinc Company).
- o. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

p. "Settling Defendants" shall mean those parties identified in Appendix A and their heirs, successors, and assigns.

q. "Site" shall mean Sauget Area 2, Southern Site Q. Site Q encompasses approximately 90 acres, located in St. Clair County, Illinois. Southern Site Q is shown as the "Area of Interest" on the map attached as Appendix B.

r. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

4. Payment of Past Response Costs by the Settling Defendants shall be made as follows:

a. Within 20 days after the date of this Court's order establishing an interest-bearing account in the Registry of the United States District Court for the Southern District of Illinois (hereinafter, the "Court Registry Account"), the Settling Defendants shall pay to the Court Registry Account a total of \$2,601,594.20. All funds in the Court Registry Account shall be held in trust for the benefit of the United States. Payment by each Settling Defendants pursuant to this Paragraph 4.a shall be made to the Clerk of the Court by a check made payable to "Clerk, United States District Court," referencing the EPA Region and Site/Spill Identification Number 05 58, the DOJ case number 90-11-2-06089/1, and the name of the Settling Defendant making the payment.

b. In the alternative, if for any reason the Court does not establish the Court Registry Account, then within 30 days of entry of this Consent Decree, the Settling Defendants shall pay to EPA \$2,601,594.20. Payment by the Settling Defendants pursuant to this Paragraph 4.b shall be made by FedWire Electronic Funds Transfer ("EFT") to DOJ in accordance with EFT instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office in the Southern District of Illinois, following lodging of the Consent Decree.

5. At the time of payment, the Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XIV. Such notice shall reference the EPA Region and Site/Spill Identification Number 05 58, DOJ case number 90-11-2-06089/1, and civil action number.

6. The total amount to be paid by the Settling Defendants pursuant to Paragraph 4 shall be deposited by EPA in the Sauget Area 2 Special Account within the EPA Hazardous Substance Superfund and shall be retained and used to conduct or finance response actions at or in connection with Sauget Area 2, or shall be transferred by EPA to the EPA Hazardous Substance Superfund.

7. After entry of this Consent Decree, the funds deposited into the Court Registry Account under this Consent Decree (and all accrued interest) shall be disbursed to the United States pursuant to a separate withdrawal order of the Court. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, the funds deposited into the Court Registry Account under this Consent Decree (and all accrued interest) shall be returned to the Settling Defendants, in proportion to the payments made by each Settling Defendant, pursuant to a separate withdrawal order of the Court.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. Interest on Late Payments. If any Settling Defendant fails to make any payment under Paragraph 4 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 4 are not paid by the required date, the Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for

payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number 05 85, DOJ Case Number 90-11-2-06089/1, and civil action number. The check (and any accompanying letter) shall be sent to EPA Region 5, Attention: Program Accounting and Analysis Section, P.O. Box 70753, Chicago, Illinois 60673.

c. At the time of each payment, the Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XIV. Such notice shall reference the EPA Region and Site/Spill ID Number 05 85, DOJ Case Number 90-11-2-06089/1, and civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, the Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of the Settling Defendants' failure to comply with the requirements of this Consent Decree.

12. The obligations of the Settling Defendants to pay amounts owed the United States under this

Consent Decree are joint and several. In the event of the failure of any one or more of the Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse the Settling Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

14. Except as specifically provided in Section VIII, the United States covenants not to sue or to take administrative action against the Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4, and any amount due under Section VI. This covenant not to sue is conditioned upon the satisfactory performance by the Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to the Settling Defendants and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY THE UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 14. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

a. liability for failure of the Settling Defendants to meet a requirement of this Consent Decree;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANT NOT TO SUE BY THE SETTLING DEFENDANTS

16. The Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Illinois, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

17. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

18. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

19. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs.

20. The Settling Defendants agree that they will not pursue claims against one another for matters addressed in this Consent Decree, excepting the SA2SG Parties, who may pursue claims against each other for matters addressed in this Consent Decree.

21. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, the Settling Defendants shall

not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

XI. SITE ACCESS

23. If the Site, or any other property where access is needed to implement response activities at the Site, is owned or controlled by the Owner Settling Defendant, the Owner Settling Defendant shall, commencing on the date of lodging of this Consent Decree, provide the United States and its representatives, including EPA and contractors, with access at all reasonable times to the Site, or to such other property, for the purpose of conducting any response activity related to the Site, including, but not limited to, the following:

1. monitoring, investigation, removal, remedial, or other activities at the Site;
2. verifying any data or information submitted to the United States;
3. conducting investigations relating to contamination at or near the Site;
4. obtaining samples;
5. assessing the need for, planning, or implementing response actions at or near the Site;
6. inspecting and copying records, operating logs, contracts, or other documents maintained or generated by the Settling Defendants or their agents, consistent with Section XII; and
7. assessing the Settling Defendants' compliance with this Agreement.

24. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

XII. ACCESS TO INFORMATION

25. The Settling Defendants shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

26. Confidential Business Information and Privileged Documents.

a. The Settling Defendants may assert business confidentiality claims covering part or all of the records submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified the Settling Defendants that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to the Settling Defendants.

b. The Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing records, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. The Settling Defendants shall retain all records that they claim to be privileged until the United States has had

a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

27. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XIII. RETENTION OF RECORDS

28. Until 10 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

29. After the conclusion of the 10-year document retention period in the preceding paragraph, the Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, the Settling Defendants shall deliver any such records to EPA. The Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. The Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated

pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

30. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

XIV. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and the Settling Defendants, respectively.

As to the United States and/or DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, DC 20044
Re: DJ # 90-11-2-06089/1

As to EPA:

Thomas J. Martin
Associate Regional Counsel
Office of Regional Counsel (C-14J)
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Timothy J. Fischer
Remedial Project Manager
Superfund Division (SR-6J)
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Darius Taylor
Financial Specialist
Financial Management Division (MF-10J)
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

As to the Settling Defendants:

[Each Settling Defendant's contact under this Section shall be the person(s) identified, on that Settling Defendant's signature page, as the agent authorized to accept service on behalf of that party.]

XV. RETENTION OF JURISDICTION

32. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVI. INTEGRATION/APPENDICES

33. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The

Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

34. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the complete list of the Settling Defendants, and "Appendix B" is the map of the Site.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

35. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. The Settling Defendants consent to the entry of this Consent Decree without further notice.

36. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE

37. Each undersigned representative of a Settling Defendant to this Consent Decree and the Deputy Chief, Environmental Enforcement Section, Environment and Natural Resources Division, United States Department of Justice, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

38. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

39. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all

matters arising under or relating to this Consent Decree. The Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that the Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XIX. FINAL JUDGMENT

40. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Rules 54 and 58 of the Federal Rules of Civil Procedure.

SO ORDERED THIS _____ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Pharmacia Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR THE UNITED STATES OF AMERICA:

Date: _____

W. BENJAMIN FISHEROW
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

KEVIN LYSKOWSKI
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, DC 20044
(202) 514-5415

On behalf of the United States of America, the undersigned agree to this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

Date: _____

RANDY G. MASSEY
United States Attorney
Southern District of Illinois

WILLIAM E. COONAN
Assistant United States Attorney
Southern District of Illinois
9 Executive Drive
Fairview Heights, IL 62208
(618) 628-3700

On behalf of the United States Environmental Protection Agency, the undersigned agree to this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

Date: 9-28-06

RICHARD C. KARL
Director, Superfund Division
United States Environmental Protection Agency
Region 5

THOMAS J. MARTIN
Associate Regional Counsel
Office of Regional Counsel (C-14J)
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604
(312) 886-4273

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Afton Chemical Corporation

Date: Sept. 15, 2006

Signature: _____

Name: C. S. Warren Huang
(typed or
printed)

Address: President
Afton Chemical Corporation
500 Spring Street
Richmond, VA 23219

Agent authorized to accept service on behalf of the above-named party:

Name: Ann T. Burks

Title: Assistant Counsel

Address: NewMarket Services Corporation

330 South Fourth Street

Richmond, VA 23219

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Allied Waste Industries, Inc.
BFI Waste Systems of North
America, Inc.

Date: 9/19/06

Signature: _____

Name: Jo Lynn White
(typed or
printed)

Address: 15880 N. Greenway - Hayden Loop
Suite 100
Scottsdale, AZ 85260

Agent authorized to accept service on behalf of the above-named party:

Name: Thomas A. Ryan

Title: Attorney - Outside Counsel

Address: Lathrop & Gage LC

2345 Grand Boulevard

Kansas City, MO 64108

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT A.O. Smith Corporation

Date: 9/7/02

Signature: _____

Name: Kenneth L. Anselment, Jr.
(typed or
printed)

Address: A.O. Smith Corporation
11270 West Park Place
P.O. Box 245009
Milwaukee, Wisconsin 53224

Agent authorized to accept service on behalf of the above-named party:

Name: Pamela L. Gergens, Esq.

Title: Partner

Address: Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, Wisconsin 53202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Barry-Wehmiller Companies, Inc.

Date: 9/12/2006

Signature: _____

Name: Gregory L. Coonrod
(typed or
printed)

Address: 8020 Forsyth Blvd
St. Louis, MO 63105

Agent authorized to accept service on behalf of the above-named party:

Name: Gregory L. Coonrod

Title: Controller

Address: Barry-Wehmiller Companies, Inc.

8020 Forsyth Blvd.

St. Louis, MO 63105

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT BASF Corporation

Date: 9-14-06

Signature:

Name:
(typed or
printed)

Nan Bernardo, Esq.

Address:

BASF Corporation

100 Campus Dr.

Flovham Park, NJ

07932

Agent authorized to accept service on behalf of the above-named party:

Name:

Nan Bernardo

Title:

Environmental Counsel

Address:

BASF Corporation

100 Campus Drive

Flovham Park, NJ

07932

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Blue Tee Corp. (on its own behalf as well as any predecessor or affiliates, including without limitation American Zinc Company), *W*

Date: September 11, 2006

Signature: _____

Name: Terrance Gileo Faye, Special Counsel
(typed or printed)

Address: Babst, Calland, Clements & Zomnir, P.C.
1 N. Maple Ave.
Greensburg, PA 15601

Agent authorized to accept service on behalf of the above-named party:

Name: Terrance Gileo Faye

Title: Special Counsel

Address: Babst, Calland, Clements & Zomnir, P.C.
1 N. Maple Ave.
Greensburg, PA 15601

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Cyprus Amax Minerals Company,
successor to Amax, Inc.

Date: 9/5/2006

Signature: _____

Name: S. David Colton
(typed or
printed)

Address: Cyprus Amax Minerals Company
1 N. Central Ave.
Phoenix, AZ 85004

Agent authorized to accept service on behalf of the above-named party:

Name: James J. Hamula, Esq.

Title: _____

Address: Gallagher & Kennedy
2575 E. Camelback Rd.
Phoenix, AZ 85016-9225

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT The Dow Chemical Company

Date: 9/11/06

Signature:

Name: Sandi VanWormer

(typed or
printed)

Address: 2030 Dow Center

Midland, MI 48674

Agent authorized to accept service on behalf of the above-named party:

Name: C T Corporation System

Title: Authorized Agent

Address: 208 South LaSalle Street

Suite 814

Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Eagle Marine Industries, Inc.

Date: 09/14/2006

Signature: _____

Name: Richard D. Burke
(typed or
printed)

Address: #1 Riverview Avenue
Sauget, IL 62201

Agent authorized to accept service on behalf of the above-named party:

Name: Julie O'Keefe

Title: Attorney

Address: Armstrong Teasdale LLP
One Metropolitan Square #2600
St. Louis, MO 63102

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT EXXON MOBIL CORPORATION

Date: 9/14/06

Signature: _____

Name: Zane H. Bolm
(typed or
printed)

Address: 16945 PORTCHASE DRIVE
HOUSTON, TX 77060

Agent authorized to accept service on behalf of the above-named party:

Name: ILLINOIS CORPORATION SERVICE COMPANY

Title: _____

Address: 801 ADLAI STEVENSON DRIVE

SPRINGFIELD, IL 62703

(217) 522-1010

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT FLINT GROUP INCORPORATED

Date: 9/12/06

Signature: 

Name: LAWRENCE E KING
(typed or
printed)

Address: VICE PRESIDENT ADMINISTRATION
GENERAL COUNSEL & SECRETARY

4600 ARROWHEAD DRIVE

ANN ARBOR, MI 48105

Agent authorized to accept service on behalf of the above-named party:

Name: LAWRENCE E KING
VICE PRESIDENT ADMINISTRATION

Title: GENERAL COUNSEL & SECRETARY

Address: FLINT GROUP INCORPORATED

4600 ARROWHEAD DR

ANN ARBOR, MI 48105

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT FRU-CON CONSTRUCTION CORPORATION

Date: 9/10/06

Signature: [Signature]

Name: JAMES J. SCOTT
(typed or
printed)

Address: 15933 CLAYTON ROAD

BALLWIN, MO 63011

Agent authorized to accept service on behalf of the above-named party:

Name: JAMES J. SCOTT

Title: SR. VICE PRESIDENT & GENERAL COUNSEL

Address: 15933 CLAYTON ROAD

BALLWIN, MO 63011

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT The Glidden Company (as successor to
Grow Group, Inc.)

Date: 9/21/06

Signature: 

Name: Steven M. Bradford
(typed or Vice President & Regional General Counsel
printed)

Address: 15885 West Sprague Road

Strongsville, OH 44136

Agent authorized to accept service on behalf of the above-named party:

Name: Thomas M. Lupo, Esq.

Title: Attorney

Address: Seyfarth Shaw LLP

131 S. Dearborn Street

Suite 2400

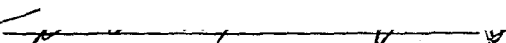
Chicago, IL 60603

(312) 460-5889 phone
(312) 460-7000 fax

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Mallinckrodt Inc. a Delaware Corporation

Date: 9/13/06

Signature: 

Name: Douglas A. McKinney
(typed or
printed)

Address: 675 McDonnell Blvd.
Hazelwood, MO 63042

Agent authorized to accept service on behalf of the above-named party:

Name: Patricia H. Duft

Title: Vice President, Legal

Address: Mallinckrodt Inc.

675 McDonnell Blvd.

Hazelwood, MO 63042

Phone: 314-654-6314

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Merck & Co., Inc. for
Calgon Corp.

Date: 9/20/06

Signature: _____

Name: Stephen E. Tarnowski
(typed or
printed)

Address: Merck & Co., Inc.
Two Merck Drive
Whitehouse Station, NJ 08889

Agent authorized to accept service on behalf of the above-named party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT PHARMACIA CORPORATION by its
attorney-in-fact Monsanto Company

Date:

8/5/06

Signatur

[Signature]

Name:
(typed or
printed)

David F. Snively

Address:

Monsanto Company

800 North Lindbergh Blvd

St. Louis, MO 63167

Agent authorized to accept service on behalf of the above-named party:

Name: Linda W. Tape

Title: Counsel

Address: Husch & Eppenberger, LLC

190 Carondelet Plaza, Suite 600

St. Louis, MO 63105

Direct dial phone: 314-480-1839

Fax: 314-480-1505

E-mail: Linda.Tape@Husch.com

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT The Procter & Gamble Company
The Procter & Gamble Manufacturing Company

Date: 9/13/02

Signature: _____

Name: Ann K. Bailey
(typed or Associate General Counsel, Associate Director
printed)

Address: Legal Division
Procter & Gamble
One Procter & Gamble Plaza
Cincinnati, OH 45202

Agent authorized to accept service on behalf of the above-named party:

Name: Ann K. Bailey, Esq.

Title: Associate General Counsel, Associate Director

Address: Legal Division
Procter & Gamble
One Procter & Gamble Plaza
Cincinnati, OH 45202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Saugeat Area 2, Southern Site Q.

FOR DEFENDANT Service America Corporation

Date: 9/21/06

Signature: By: _____

Name: Rina E. Teran

(typed or printed) VP & Corporate Secretary

Address: Centerplate, Inc.

300 First Stamford Place

Stamford, CT. 06902

Agent authorized to accept service on behalf of the above-named party:

Name: Matthew J. Borger

Title: Counsel to Service America Corporation

Address: Klehr, Harrison, Harvey, Branzburg & Ellers LLP

260 S. Broad Street

Philadelphia, PA 19102

215-569-4159

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Afton Chemical Corporation, et al.*, relating to Sauget Area 2, Southern Site Q.

FOR DEFENDANT Union Carbide Corp., on behalf of
AmChem Products, Inc.

Date: 9/11/06

Signature: [Signature]

Name: Sandi VanWormer
(typed or
printed)

Address: 2030 Dow Center
Midland, MI 48674

Agent authorized to accept service on behalf of the above-named party:

Name: C T Corporation System

Title: Authorized Agent

Address: 208 South LaSalle Street

Suite 814

Chicago, IL 60604

Appendix A
Settling Defendants

Afton Chemical Corporation (for itself and its predecessors Edwin Cooper, Inc. and Ethyl Petroleum Additives, Inc. and for its affiliates)

Allied Waste Industries, Inc./BFI Waste Systems of North America, Inc.

A.O. Smith Corporation

Barry-Wehmiller Companies, Inc.

BASF Corporation

Blue Tee Corp. (on its own behalf as well as any predecessor or affiliates, including without limitation American Zinc Company)

Cyprus Amax Minerals Company, successor to Amax, Inc.

The Dow Chemical Company

Eagle Marine Industries, Inc.

Exxon Mobil Corporation

Flint Group Incorporated, f/k/a Flint Ink Corporation

Fru-Con Construction Corporation

The Glidden Company as successor to Grow Group, Inc.

Mallinckrodt Inc.

Merck & Co., Inc. for Calgon

Pharmacia Corporation

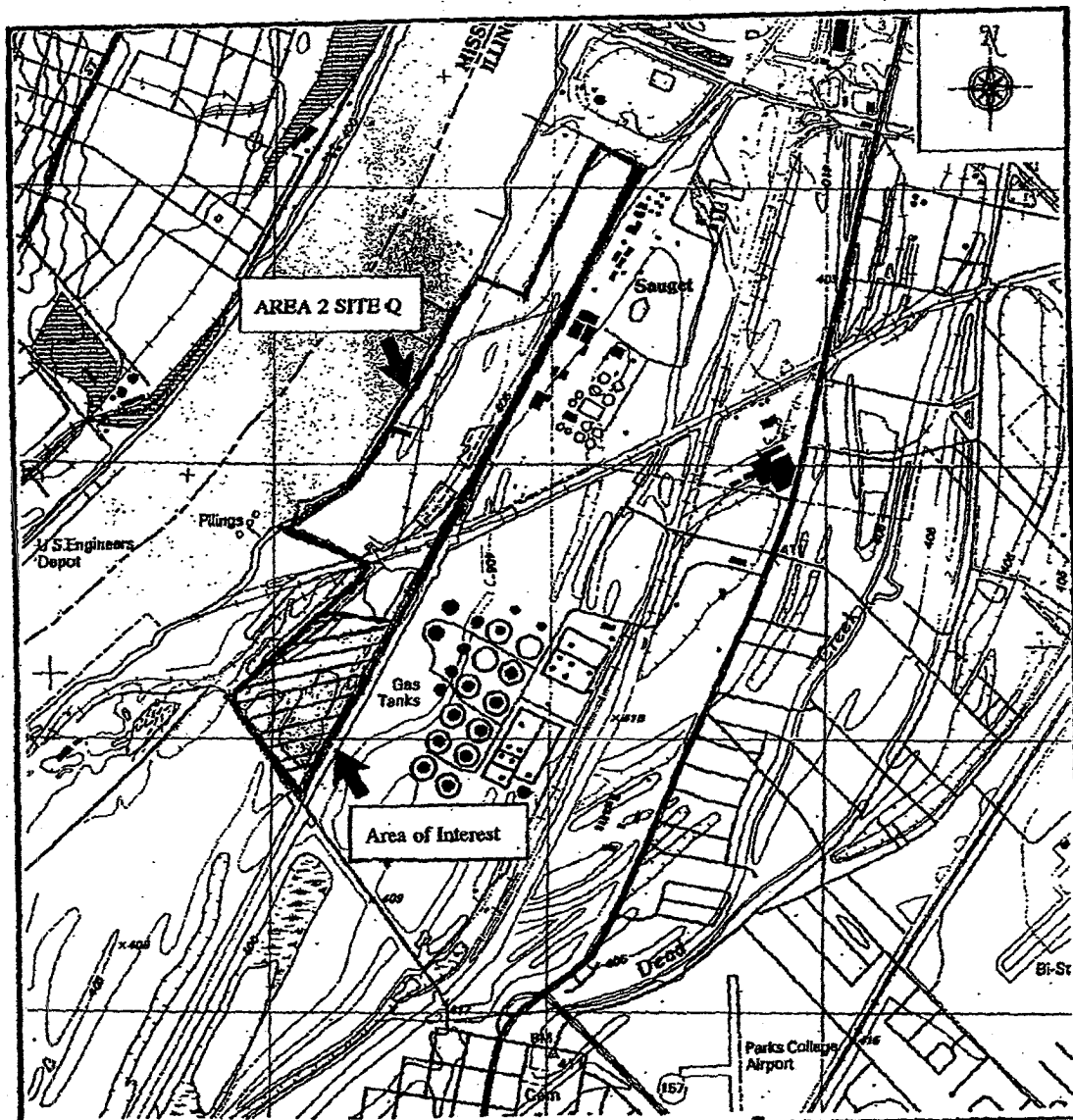
The Procter & Gamble Company

The Procter & Gamble Manufacturing Company

Service America Corporation

Union Carbide Corporation, on behalf of AmChem Products, Inc.

Appendix B
Map of the Site



Quadrangle Location



ecology and environment, inc.
Superfund Technical Assessment and Response Team
Region 5
501 W. DeYoung Center, Suite 3, Marion, Illinois 62959

TITLE Site Location Map		FIGURE 1
SITE Area 2 Site Q		SCALE 1:24,000
CITY Cahokia	STATE Illinois	TDD S05-9909-015
SOURCE U.S.G.S. 7.5 Minute Topographic Series, Cahokia Quadrangle, IL		DATE 1998
		REVISED N/A